

BASIC ORDERING AGREEMENT BETWEEN

Government Technology Solutions (gTech)

AND

**The University of Chicago as Operator of
Argonne National Laboratory**

BASIC ORDERING AGREEMENT 0I-03373

This Basic Ordering Agreement (BOA) between Government Technology Solutions (Vendor, hereinafter "gTech") and The University of Chicago as Operator of Argonne National Laboratory (Laboratory) on behalf of the Department of Energy (DOE) is entered into to provide products and services to the DOE Contractors and designated affiliates in accordance with the following:

1. This Agreement includes products listed in Attachment A.
2. This Agreement is for the Department of Energy and those contractors and designated affiliates named in Attachment B.
3. The pricing is in accordance with Attachment C.
4. GSA Terms and Conditions and/or General Terms and Conditions (CI 5/99) are included in Attachment D, and made a part herein.

The parties agree that the DOE (including DOE field offices), or any entity having a prime contract with the DOE awarded pursuant to Federal Acquisition Regulation (FAR) Subpart 17.6 and Department of Energy Acquisition Regulation (DEAR) Subpart 917.60 (collectively hereinafter called "DOE Contractor"), may place orders under this BOA and receive the appropriate, discounted price.

Each DOE Contractor shall place its own orders under this Agreement and shall be direct-billed accordingly.

ARTICLE 1 – SCOPE OF WORK

All orders placed hereunder shall reference the number of this BOA 0I-03373 and Order Release No. [insert release no.] as required. The term of this BOA is five years from the effective date of this BOA. Effective term of Agreement 9/19/00, through 9/18/05.

The Seller agrees to furnish such quantities of products described herein as DOE Contractor may order during the term of this Agreement. The Seller's obligation to each DOE Contractor shall become effective upon acceptance of particular orders issued under the Agreement.

ARTICLE 2 – DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as follows:

F.O.B. Point (point of delivery): Destination

Payment Terms: Net 30 days from receipt of a proper invoice.

Delivery location and schedule shall be negotiated for each order under this BOA.

ARTICLE 3 – FIXED PRICES

The DOE Contractor shall be entitled to purchase goods and services listed in Attachment A at the fixed prices identified in Attachment C.

The prices identified in Attachment C are firm for the effective period of this Agreement, described in Article 1, Scope of Work, unless the DOE Contractor is otherwise notified. The Seller reserves the right to change any price reflected in Attachment C provided that written or electronic notification is provided to the DOE Contractor 30 days in advance of such change.

ARTICLE 4 – ADMINISTRATIVE

BOA Procurement Administrator's Address is as follows:

The University of Chicago as Operator of,
Argonne National Laboratory
Attn: Joseph A. Ingraffia
Manager, Purchasing/Purchasing Systems
9700 South Cass Avenue
Argonne, IL 60439
Telephone: (630) 25203640
Fax: (630) 252-4517
jingraffia@anl.gov

BOA Sellers Administrator's Address is as follows:

Government Technology Solutions (gTech)
1914 Lotus Road
Placerville, CA 95667-9494
1-800-326-5683
1-530-621-3715 – Fax
www.gTechonline.com

ARTICLE 5 – SITE-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that the DOE Contractor may have requirements unique to its post, mission, and/or geographic location. Therefore, the Seller agrees that the DOE Contractor placing an order under this BOA reserves the right to incorporate its own Site-Specific Terms & Conditions relative to Environmental Safety and Health considerations as well as FAR, DEAR, or other applicable regulations and laws.

Seller's site specific pricing shall be included under Attachment C, Pricing.

This order is placed pursuant to written authorization from The Department of Energy dated June 27, 2000. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule Contract, the latter will govern.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year of the Laboratory's signature date.

ACKNOWLEDGED AND CONFIRMED

Government Technology Solutions (gTech)

**The University of Chicago as Operator of
Argonne National Laboratory**

Name: Robert J. Deitz, II

Name: Joseph A. Ingrassia

Title: President

Title: Manager, Purchasing/Purchasing Systems

Date: 9/18/00

Date: 9/18/00

Attachment A (Products Covered)

The following products are covered under this BOA:

Trend Micro Software (see attached list)

Finjan Software (see attached list)

Check Point Software (see attached list)

Attachment B (DOE User list)

<http://www.inel.gov/procurement/litco/list.html>

Attachment C - Contract Pricing

1. **Trend Micro** BOA pricing is based off the current gTech GSA schedule with the following discounts applied:

a) For all orders up to 1000 users the GSA price (pricing is based on number of users only ~ not number of IP address's, number of servers, workstations, etc) per user of 1001-1500 users will be applied. This includes all products on gTech's current GSA contract and all future modifications and additions.

For example, for a 500 user license for Trends InterScan for NT the DOE price will be

\$10.88 per user for a 1 year license. The normal GSA price would be \$13.25 per user.

b) For all orders from 1001-5000 users the BOA price will be at the 5001-6000 user price bracket.

c) For all orders from 5,001 - 7,000 users the price/users will be at the GSA price bracket of 7,001 - 8,000 users

d) For all orders from 7,001 - 10,000 users the price/users will be at the GSA price bracket of 10,001 - 15,000 users

e) For all orders OVER 10,001 users the price/users will be at the Next Bracket GSA price bracket. Thus a 14,000 user order would be priced at the current GSA price of 15,001-20,000 users.

f) For all orders OVER 50,000 users, pricing will be determined by special quote.

2. **Finjan Software**: Finjan Software has a single price for all DOE/BOA orders. The price per user for SurfinGate for either NT or Solaris is \$9.00 per user. The price for SurfinShield Corporate per user is \$13.50 per user. The price for SurfinSuite (both products) is \$15.00 per user. All prices include maintenance and standard support (M-F 8-5) for one year.

3. **Check Point Software** – The following list of Checkpoint Software Products and Services will be offered under the terms of this DOE/BOA, and the reduction off standard GSA pricing is defined as a 5% discount for product, and 2% discount for services (Software Subscription and Gold Plus Support):

	<u>List Price</u>	<u>GSA Price</u>	<u>DOE Price</u>
Management Consoles/GUI's:			
CPMP-ESC-U-3DES-V41	\$11,995.00	\$8396.50	\$7977.00
SS-ESC-U-3DES	\$1,795.00	\$1651.40	\$1618.37
GSP-ESC-U-3DES	\$4,195.00	\$3859.40	\$3782.21
CPMP-Motif-GUI-1-V41	\$995.00	\$696.50	\$662.00
SS-GUI-MOTIF	\$145.00	\$133.40	\$130.73
GSP-GUI-MOTIF	\$345.00	\$317.40	\$311.05

Internet Gateways:

CPFW-FIG-25-V41	\$2995.00	\$2096.50	\$1992.00
SS-FIG-25-V41	\$445.00	\$409.40	\$401.21
GSP-FIG-25-V41	\$1045.00	\$961.40	\$942.17
CPFW-FIG-50-V41	\$4995.00	\$3496.50	\$3322.00
SS-FIG-50-V41	\$745.00	\$685.40	\$671.69
GSP-FIG-50-V41	\$1745.00	\$1605.40	\$1573.29
CPFW-FIG-100-V41	\$7995.00	\$5596.50	\$5317.00
SS-FIG-100-V41	\$1995.00	\$1099.40	\$1077.41
GSP-FIG-100-V41	\$2795.00	\$2571.40	\$2519.97
CPFW-FIG-250-V41	\$9995.00	\$6996.50	\$6647.00
SS-FIG-250-V41	\$1495.00	\$1375.40	\$1347.89
GSP-FIG-250-V41	\$3495.00	\$3215.40	\$3151.09

List Price**GSA Price****DOE Price****Firewall Modules:**

CPFW-FM-25-V41	\$1995.00	\$1396.50	\$1327.00
SS-FM-25-V41	\$ 295.00	\$ 271.40	\$ 265.97
GSP-FM-25-V41	\$ 695.00	\$ 639.40	\$ 626.61
CPFW-FM-50-V41	\$3995.00	\$2796.50	\$2657.00
SS-FM-50-V41	\$ 595.00	\$ 547.40	\$ 536.45
GSP-FM-50-V41	\$1395.00	\$1283.40	\$1257.73
CPFW-FM-100-V41	\$4995.00	\$3496.50	\$3322.00
SS-FM-100-V41	\$ 745.00	\$ 685.40	\$ 671.69
GSP-FM-100-V41	\$1745.00	\$1605.40	\$1573.29
CPFW-FM-250-V41	\$5995.00	\$4196.50	\$3987.00
SS-FM-250-V41	\$ 895.00	\$ 823.40	\$ 806.93
GSP-FM-250-V41	\$2095.00	\$1927.40	\$1888.85
CPFW-FM-U-V41	\$6995.00	\$4896.50	\$4652.00
SS-FM-U-V41	\$1045.00	\$ 961.40	\$ 942.17
GSP-FM-U-V41	\$2445.00	\$2449.40	\$2204.41

Encryption Modules:

CPFW-ENC-25-3DES-V41	\$995.00	\$696.50	\$662.00
SS-ENC-25-3DES-V41	\$145.00	\$133.40	\$130.73
GSP-ENC-25-3DES-V41	\$345.00	\$317.40	\$311.05
CPFW-ENC-50-3DES-V41	\$1495.00	\$1046.50	\$994.00
SS-ENC-50-3DES-V41	\$ 245.00	\$ 225.40	\$220.89
GSP-ENC-50-3DES-V41	\$ 545.00	\$ 501.40	\$491.37
CPFW-ENC-100-3DES-V41	\$1995.00	\$1396.50	\$1327.00
SS-ENC-100-3DES-V41	\$ 295.00	\$ 271.40	\$ 265.97
GSP-ENC-100-3DES-V41	\$ 695.00	\$ 639.40	\$ 626.61
CPFW-ENC-250-3DES-V41	\$2995.00	\$2096.50	\$1992.00
SS-ENC-250-3DES-V41	\$ 445.00	\$ 409.40	\$ 401.21
GSP-ENC-250-3DES-V41	\$1045.00	\$ 961.40	\$ 942.17
CPFW-ENC-U-3DES-V41	\$3995.00	\$2796.50	\$2657.00
SS-ENC-U-3DES-V41	\$ 595.00	\$ 547.40	\$ 536.45
GSP-ENC-U-3DES-V41	\$1395.00	\$1283.40	\$1257.73

VPN Modules:

	<u>List Price</u>	<u>GSA Price</u>	<u>DOE Price</u>
CPVP-VFM-25-3DES-V41	\$2495.00	\$1746.50	\$1659.00
SS-VFM-25-3DES-V41	\$ 345.00	\$ 317.40	\$ 311.05
GSP-VFM-25-3DES-V41	\$ 895.00	\$ 823.40	\$ 806.93
CPVP-VFM-50-3DES-V41	\$4495.00	\$3146.50	\$298.09
SS-VFM-50-3DES-V41	\$695.00	\$639.40	\$626.61
GSP-VFM-50-3DES-V41	\$1595.00	\$1467.40	\$1438.05
CPVP-VFM-100-3DES-V41	\$5995.00	\$4196.50	\$3987.00
SS-VFM-100-3DES-V41	\$895.00	\$823.40	\$806.93
GSP-VFM-100-3DES-V41	\$2095.00	\$1927.40	\$1888.85
CPVP-VFM-250-3DES-V41	\$7495.00	\$5246.50	\$4984.00
SS-VFM-250-3DES-V41	\$1095.00	\$1007.40	\$987.25
GSP-VFM-250-3DES-V41	\$2645.00	\$2433.40	\$2384.73

CPVP-VFM-U-3DES-V41	\$9495.00	\$6646.50	\$6314.00
SS-VFM-U-3DES-V41	\$1395.00	\$1283.40	\$1257.73
GSP-VFM-U-3DES-V41	\$3345.00	\$3077.40	\$3015.85

VPN Clients (Secure Remote, Secure Client):

CPVP-VSR-500-3DES-V41	No Charge	No Charge	No Charge
CPVP-VSC-50-3DES-V41	\$3995.00	\$2796.50	\$2657.00
SS-VSC-50-3DES-V41	\$595.00	\$547.40	\$536.45
GSP-VSC-50-3DES-V41	\$1395.00	\$1283.40	\$1257.73

Attachment D – GSA Terms and Conditions

**AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICE LIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Trend Micro Anti-Virus Software, Finjan Mobile Code Security, and CheckPoint Firewall

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-34 Maintenance of Software

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Special Physical, Visual, Speech, and Hearing Aid Software

SIN 132-34 - MAINTENANCE OF SOFTWARE



Government Technology Solutions (gTech)
1914 Lotus Road, Placerville, CA 95667-9494
(530)621-1163 / (800)326-5683 / (530)621-3715 - Fax
www.gTechonline.com
Contract Number: GS-35F-4679G

Period Covered by Contract: 7-8-97 thru 7-7-02
Including modifications 1-16

Products and ordering information in this Authorized FSS Information Technology Schedule Price list are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

INFORMATION FOR ORDERING OFFICES

SPECIAL NOTICE TO AGENCIES:

Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/price lists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting price lists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. **Geographic Scope of Contract:**
The 48 contiguous States plus the District of Columbia
2. **Contractor's Ordering Address and Payment Information:**

Government Technology Solutions
1914 Lotus Road
Placerville, CA 95667-9494
(530)621-1163 / (530)621-3715 - Fax
Bank Routing Number: 121140276, Account Number: 1216068
DUNS: 805368644 / gTech is registered in the Federal CCR database.

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

1-800-326-5683 / 1-530-621-1163 / info@gTechonline.com



3. **LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **Statistical Data for Government Ordering Office Completion of Standard Form 279:**

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 80-536-8644
Block 30: Type of Contractor – B. (Other small business)
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN) 68-0304113

4a. CAGE Code: 0XCK8

5. **FOB Destination**
6. **DELIVERY SCHEDULE**

- a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below: SPECIAL ITEM NUMBER DELIVERY TIME (Days ARO)

SIN 132-32: 30 days

SIN 132-34: 30 days

- b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: None, Net 30
- b. Quantity – See Price list.
- c. Dollar Volume – Contact GTS for orders over \$500,000
- d. Government Educational Institutions – Varies by manufacturer, contact GTS if special educational discounts are offered
- e. Other - None

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

Export packing available at actual extra cost. Contact GTS with specific request for pricing and availability.

10. Small Requirements: The minimum dollar value of orders to be issued is \$ 100.00.

****See C.9, ORDER LIMITATIONS, paragraph (a) Minimum Order.****

11. Maximum Order: (All dollar amounts are exclusive of any discount for prompt payment.)

- A. Special Item Number 132-32 - Term Software Licenses
The maximum dollar value per order for all term software licenses will be \$500,000.
- B. Special Item Number 132-34 - Maintenance of software

Note: Maximum Orders do not apply to Special Item Numbers 132-12 Maintenance and Repair Service (except for Repair Parts/Spare Parts) or 132-34 Maintenance of Software.

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering offices need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

- a. Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering offices should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/price lists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--
 - 1. Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - 2. Trade-in considerations;
 - 3. Probable life of the item selected as compared with that of a comparable item
 - 4. Warranty considerations;
 - 5. Maintenance availability;
 - 6. Past performance; and
 - 7. Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering offices shall--

1. Review additional Schedule Contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
2. Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors);
and
3. After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations); Offer the lowest price available under the contract; or
- (2) Decline the order (orders must be returned in accordance with FAR 52.216-19)

- d. Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.
- e. Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering offices will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.
- f. Small business.** For orders exceeding the micro-purchase threshold, ordering offices should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.
- g. Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

- 13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** Federal departments and agencies acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering offices, shall be responded to promptly by the Contractor.
- 13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
- 13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.
- 14. SECURITY REQUIREMENTS:** In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering agency. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is lessor.

- 15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:** Any ordering office, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the Government's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA *Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA *Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF INCIDENTAL, NON-SCHEDULE ITEMS

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the price list outside the 48 contiguous states and the District of Columbia. Upon request of the Contractor, the

Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. YEAR 2000 WARRANTY — COMMERCIAL SUPPLY ITEMS

“Year 2000 compliant” as used in this part, means, with respect to information technology, that the information technology accurately processes date/time data, (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology being acquired, properly exchanges date/time data with it.

- a. All currently awarded products that are not year 2000 compliant must be deleted from this contract must be deleted no later than Dec 31st., 1999.
- b. Any contract modifications, adding new items under clause 552.243-72, Modifications (Multiple Award Schedule), must meet the warranty requirements of paragraph c, below.
- c. The Contractor warrants that each hardware, software, and firmware product delivered under this contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

21. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.201(a) defines Blanket Purchase Agreements (BPAs) as “...a simplified method of filling anticipated repetitive needs for supplies or services by establishing ‘charge accounts’ with qualified sources of supply.” The use of

Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.202(c)(3), which reads, in part, as follows:

“BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract.”

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up “accounts” with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Price list, for customers to consider when using this purchasing tool.

22. CONTRACTOR TEAM ARRANGEMENTS

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a customer agency requirements. The policy and procedures outlined in this part will provide more flexibility and allow innovative acquisition methods when using the Federal Supply Schedules. See the additional information regarding Contractor Team Arrangements in this Schedule Price list.

**TERMS AND CONDITIONS APPLICABLE TO
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32),
AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance. The Government may require repair or replacement of nonconforming software at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial price list will apply to this contract.

All Software (Media only) is warrantied for 90 days.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number: 530-621-1163 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7:00AM to 6:00PM, Monday thru Friday except Government Holidays, Pacific Standard Time.

4. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
- b. Varies by manufacturer, see price list for specific inclusions

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering office may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The Government may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the Government the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the Government.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the Government shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to initial purchase price of all term license payments during the period that the software was under a term license within the Government.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of "varies, see price list" months, a fully paid-up, non-exclusive, perpetual license for the software

product shall automatically accrue to the Government. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the Government. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined to be: **COMMERCIAL COMPUTER SOFTWARE** - Computer software which is used regularly for other than Government purposes and is sold, licensed or leased in significant quantities to the general public at established catalog prices.
- b. When acquired by the Government, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
 - (3) Except as is provided in paragraph 8.b(2) above, the Government shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the government who have the Government's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Government to use software, documentation, or information therein, which the Government may

already have or obtains without restrictions. (4) The Government shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

- (4) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule price list, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32)

Full monetary credit will be allowed to the Government when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule price list, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

GSA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS PREAMBLE

Government Technology Solutions (GTS) provides commercial products and services to the Federal Government. We are small business and are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to

provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives which demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Robert Deitz at (530) 621-1163, or e-mail to "rdeitz@gTechonline.com"

Sample language for FSS BPA agreements
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (Agency) and Government Technology Solutions enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract GS-35F-4679G.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the **Government that works better and costs less.**

Signatures

AGENCY	DATE DATE	Government Technology Solutions

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-4679G, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
---------------------------------	------------------------------------

(2) Delivery:

DESTINATION

DELIVERY SCHEDULE/DATES

(3) The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

POINT OF CONTACT

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

***BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"***

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a customer agency requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.

Customers make a best value selection.